

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JON ANTHONY CLARK, individually  
and on behalf of all others similarly  
situated,

*Plaintiff,*

v.

FREEDOM FOREVER LLC,

*Defendant.*

Case No.  
5:24-cv-01903-SSS-DTB

**STIPULATED  
PROTECTIVE ORDER**

1 This Stipulated Protective Order is entered into between (1) Plaintiff, Jon  
2 Anthony Clark (“Plaintiff”); and (2) Defendant, Freedom Forever LLC  
3 (“Defendant” or “Freedom Forever”) in this case, styled *Clark v. Freedom Forever*  
4 *LLC*, Case No. 5:24-cv-01903-SSS-DTB (hereinafter, the “Action”). Plaintiff and  
5 Defendant will collectively be referred to hereinafter as the “Parties.”

6 **1. INTRODUCTION**

7 **1.1 Purposes and Limitations.** Discovery in this Lawsuit is likely to  
8 involve production of confidential, proprietary, or private information for which  
9 special protection from public disclosure and from use for any purpose other than  
10 prosecuting this litigation may be warranted. Accordingly, the Parties hereby  
11 stipulate to and petition the Court to enter the following Stipulated Protective  
12 Order. The Parties acknowledge that this Order does not confer blanket protections  
13 on all disclosures or responses to discovery and that the protection it affords from  
14 public disclosure and use extends only to the limited information or items that are  
15 entitled to confidential treatment under the applicable legal principles.

16 **1.2 Good Cause Statement.** This Action is likely to involve trade secrets,  
17 customer and pricing lists and other valuable research, development, commercial,  
18 financial, technical and/or proprietary information for which special protection  
19 from public disclosure and from use for any purpose other than prosecution of this  
20 action is warranted. Such confidential and proprietary materials and information  
21 consist of, among other things, confidential business or financial information,  
22 information regarding confidential business practices, or other confidential  
23 research, development, or commercial information (including information  
24 implicating privacy rights of third parties), information otherwise generally  
25 unavailable to the public, or which may be privileged or otherwise protected from  
26 disclosure under state or federal statutes, court rules, case decisions, or common  
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1 law, such as Freedom Forever's business practices and technological procedures  
2 and policies. Accordingly, to expedite the flow of information, to facilitate the  
3 prompt resolution of disputes over confidentiality of discovery materials, to  
4 adequately protect information the parties are entitled to keep confidential, to  
5 ensure that the Parties are permitted reasonable necessary uses of such material in  
6 preparation for and in the conduct of trial, to address their handling at the end of  
7 the litigation, and serve the ends of justice, a protective order for such information  
8 is justified in this matter. It is the intent of the Parties that information will not be  
9 designated as confidential for tactical reasons and that nothing be so designated  
10 without a good faith belief that it has been maintained in a confidential, non-public  
11 manner, and there is good cause why it should not be part of the public record of  
12 this case.

13 **1.3 Acknowledgment of Procedure for Filing Under Seal.** The Parties  
14 further acknowledge, as set forth in Section 12.3 below, that this Stipulated  
15 Protective Order does not entitle them to file confidential information under seal;  
16 Local Rule 79-5 sets forth the procedures that must be followed and the standards  
17 that will be applied when a party seeks permission from the court to file material  
18 under seal. There is a strong presumption that the public has a right of access to  
19 judicial proceedings and records in civil cases. In connection with non-dispositive  
20 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
21 *v. City and Cnty. of Honolulu*, [447 F.3d 1172, 1176 \(9th Cir. 2006\)](#), *Phillips ex rel.*  
22 *Ests. of Byrd v. Gen. Motors Corp.*, [307 F.3d 1206, 1210-11 \(9th Cir. 2002\)](#),  
23 *Makar-Welbon v. Sony Elecs., Inc.*, [187 F.R.D. 576, 577 \(E.D. Wis. 1999\)](#) (even  
24 stipulated protective orders require good cause showing), and a specific showing of  
25 good cause or compelling reasons with proper evidentiary support and legal  
26 justification, must be made with respect to Protected Material that a party seeks to  
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1 file under seal. The parties' mere designation of Disclosure or Discovery Material  
2 as CONFIDENTIAL does not— without the submission of competent evidence by  
3 declaration, establishing that the material sought to be filed under seal qualifies as  
4 confidential, privileged, or otherwise protectable—constitute good cause.

5 Further, if a party requests sealing related to a dispositive motion or trial,  
6 then compelling reasons, not only good cause, for the sealing must be shown, and  
7 the relief sought shall be narrowly tailored to serve the specific interest to be  
8 protected. *See Pintos v. Pac. Creditors Ass'n*, [605 F.3d 665, 677–79](#) (9th Cir.  
9 [2010](#)). For each item or type of information, document, or thing sought to be filed  
10 or introduced under seal in connection with a dispositive motion or trial, the party  
11 seeking protection must articulate compelling reasons, supported by specific facts  
12 and legal justification, for the requested sealing order. Again, competent evidence  
13 supporting the application to file documents under seal must be provided by  
14 declaration. Any document that is not confidential, privileged, or otherwise  
15 protectable in its entirety will not be filed under seal if the confidential portions  
16 can be redacted. If documents can be redacted, then a redacted version for public  
17 viewing, omitting only the confidential, privileged, or otherwise protectable  
18 portions of the document, shall be filed. Any application that seeks to file  
19 documents under seal in their entirety should include an explanation of why  
20 redaction is not feasible.

## 22 **2. DEFINITIONS**

23 **2.1 Action:** this lawsuit, styled *Clark v. Freedom Forever LLC*, Case No.  
24 5:24-cv-01903-SSS-DTB.

25 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation  
26 of information or items under this Order.

1           **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as  
4 specified above in the Good Cause Statement.

5           **2.4 Counsel:** Outside Counsel of Record and House Counsel (as well as  
6 their support staff).

7           **2.5 Designating Party:** a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10           **2.6 Disclosure or Discovery Material:** all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced  
13 or generated in disclosures or responses to discovery in this matter.

14           **2.7 Expert:** a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve  
16 as an expert witness or as a consultant in this Action.

17           **2.8 Final Disposition:** the later of (1) dismissal of all claims and defenses in  
18 this Action, with or without prejudice; and (2) final judgment herein after the  
19 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
20 this Action, including the time limits for filing any motions or applications for  
21 extension of time pursuant to applicable law.

22           **2.9 In-House Counsel:** attorneys who are employees of a party to this  
23 Action. In-House Counsel does not include Outside Counsel of Record or any  
24 other outside counsel.

25           **2.10 Non-Party:** any natural person, partnership, corporation, association, or  
26 other legal entity not named as a Party to this action.  
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1           **2.11 Outside Counsel of Record:** attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action  
3 and have appeared in this Action on behalf of that party or are affiliated with a law  
4 firm which has appeared on behalf of that party, and includes support staff.

5           **2.12 Party:** any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           **2.13 Producing Party:** a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10           **2.14 Professional Vendors:** persons or entities that provide litigation-  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14           **2.15 Protected Material:** any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16           **2.16 Receiving Party:** a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

### 18 **3. SCOPE**

19           The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also (1) any information copied or  
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
22 compilations of Protected Material; and (3) any testimony, conversations, or  
23 presentations by Parties or their Counsel that might reveal Protected Material. Any  
24 use of Protected Material at trial shall be governed by the orders of the trial judge.  
25 This Stipulated Protective Order does not govern the use of Protected Material at  
26 trial.  
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#### 4. TRIAL AND DURATION

The terms of this Stipulated Protective Order apply through Final Disposition of the Action. Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, [447 F.3d at 1180–81](#) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, for such materials, the terms of this Stipulated Protective Order do not extend beyond the commencement of the trial. Even after Final Disposition of this litigation, the confidentiality obligations imposed by this Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

#### 5. DESIGNATING PROTECTED MATERIAL

**5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily

1 encumber the case development process or to impose unnecessary expenses and  
2 burdens on other parties) may expose the Designating Party to sanctions. If it  
3 comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
7 this Stipulated Protective Order (see, e.g., second paragraph of section 5.2(a)  
8 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material  
9 that qualifies for protection under this Stipulated Protective Order must be clearly  
10 so designated before the material is disclosed or produced. Designation in  
11 conformity with this Stipulated Protective Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" to each page that contains protected material. If only a  
16 portion or portions of the material on a page qualifies for protection, the  
17 Producing Party also must clearly identify the protected portion(s) (e.g., by  
18 making appropriate markings in the margins). A Party or Non-Party that  
19 makes original documents available for inspection need not designate them  
20 for protection until after the inspecting Party has indicated which documents  
21 it would like copied and produced. During the inspection and before the  
22 designation, all of the material made available for inspection shall be  
23 deemed CONFIDENTIAL. After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must  
25 determine which documents, or portions thereof, qualify for protection under  
26 this Stipulated Protective Order. Then, before producing the specified  
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documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the “CONFIDENTIAL” legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

**5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

**6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the court’s Scheduling Order.

**6.2 Meet and Confer.** The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1.

1           **6.3 Burden of Persuasion.** The burden of persuasion in any such challenge  
2 proceeding shall be on the Designating Party. Frivolous challenges, and those  
3 made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
4 burdens on other parties) may expose the Challenging Party to sanctions. Unless  
5 the Designating Party has waived or withdrawn the confidentiality designation, all  
6 parties shall continue to afford the material in question the level of protection to  
7 which it is entitled under the Producing Party's designation until the court rules on  
8 the challenge.

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10       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11           **7.1 Basic Principles.** A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under  
15 the conditions described in this Order. When the Action reaches a Final  
16 Disposition, a Receiving Party must comply with the provisions of section 13  
17 below. Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Stipulated Protective Order.

20           **7.2 Disclosure of "CONFIDENTIAL" Information or Items.** Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only:

24                   (a) to the Receiving Party's Outside Counsel of Record in this Action,  
25 as well as employees of said Outside Counsel of Record to whom it is  
26 reasonably necessary to disclose the information for this Action;  
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1 (b) to the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
3 for this Action;

4 (c) to Experts (as defined in this Order) of the Receiving Party to  
5 whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) to the court and its personnel;

8 (e) to court reporters and their staff;

9 (f) to professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this  
11 Action and who have signed the “Acknowledgment and Agreement to Be  
12 Bound” (Exhibit A);

13 (g) to the author or recipient of a document containing the information  
14 or a custodian or other person who otherwise possessed or knew the  
15 information;

16 (h) during their depositions, to witnesses, and attorneys for witnesses,  
17 in the Action to whom disclosure is reasonably necessary, provided: (1) the  
18 deposing party requests that the witness sign the “Acknowledgment and  
19 Agreement to Be Bound” (Exhibit A); and (2) the witness will not be  
20 permitted to keep any confidential information unless they sign the  
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
22 otherwise agreed by the Designating Party or ordered by the court. Pages of  
23 transcribed deposition testimony or exhibits to depositions that reveal  
24 Protected Material may be separately bound by the court reporter and may  
25 not be disclosed to anyone except as permitted under this Stipulated  
26 Protective Order; and (i) to any mediator or settlement officer, and their  
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1 supporting personnel, mutually agreed upon by any of the parties engaged in  
2 settlement discussions.

3 **7.3 Use of “CONFIDENTIAL” Information at Trial or Hearing.**

4 Nothing in this Order will be construed to affect the use of any document, material,  
5 or information at any trial or hearing. A Party that intends to present, or that  
6 anticipates that another Party may present, Confidential Information at a hearing or  
7 trial must bring that issue to the attention of the Court and the other Parties without  
8 disclosing the Confidential Information. The Court may thereafter make such  
9 orders as are necessary to govern the use of such documents or information at the  
10 hearing or trial.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
12 **IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must: (a) promptly notify in writing the  
16 Designating Party. Such notification shall include a copy of the subpoena or court  
17 order; (b) promptly notify in writing the party who caused the subpoena or order to  
18 issue in the other litigation that some or all of the material covered by the subpoena  
19 or order is subject to this Protective Order. Such notification shall include a copy  
20 of this Stipulated Protective Order; and (c) cooperate with respect to all reasonable  
21 procedures sought to be pursued by the Designating Party whose Protected  
22 Material may be affected. If the Designating Party timely seeks a protective order,  
23 the Party served with the subpoena or court order shall not produce any  
24 information designated in this action as “CONFIDENTIAL” before a  
25 determination by the court from which the subpoena or order issued, unless the  
26 Party has obtained the Designating Party’s permission. The Designating Party shall  
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1 bear the burden and expense of seeking protection in that court of its confidential  
2 material and nothing in these provisions should be construed as authorizing or  
3 encouraging a Receiving Party in this Action to disobey a lawful directive from  
4 another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7 **9.1 Application.** The terms of this Stipulated Protective Order are applicable  
8 to information produced by a Non-Party in this Action and designated as  
9 "CONFIDENTIAL." Such information produced by Non-Parties in connection  
10 with this litigation is protected by the remedies and relief provided by this Order.  
11 Nothing in these provisions should be construed as prohibiting a Non-Party from  
12 seeking additional protections.

13 **9.2 Notification.** In the event that a Party is required, by a valid discovery  
14 request, to produce a Non-Party's confidential information in its possession, and  
15 the Party is subject to an agreement with the Non-Party not to produce the Non-  
16 Party's confidential information, then the Party shall:

17 (a) promptly notify in writing the Requesting Party and the Non-Party  
18 that some or all of the information requested is subject to a confidentiality  
19 agreement with a Non-Party;  
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21 (b) make the information requested available for inspection by the  
22 Non-Party, if requested.

23 **9.3 Conditions of Production.** If the Non-Party fails to seek a protective  
24 order from this court within 14 days of receiving the notice and accompanying  
25 information, the Receiving Party may produce the Non-Party's confidential  
26 information responsive to the discovery request. If the Non-Party timely seeks a  
27 protective order, the Receiving Party shall not produce any information in its  
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1 possession or control that is subject to the confidentiality agreement with the Non-  
2 Party before a determination by the court. Absent a court order to the contrary, the  
3 Non-Party shall bear the burden and expense of seeking protection in this court of  
4 its Protected Material.

#### 5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has  
7 disclosed Protected Material to any person or in any circumstance not authorized  
8 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
9 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
10 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
11 the person or persons to whom unauthorized disclosures were made of all the terms  
12 of this Order, and (d) request such person or persons to execute the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

#### 14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 15 **PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Rule  
19 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended  
20 to modify whatever procedure may be established in an e-discovery order that  
21 provides for production without prior privilege review. Pursuant to Rules 502(d)  
22 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement  
23 on the effect of disclosure of a communication or information covered by the  
24 attorney-client privilege or work product protection, the parties may incorporate  
25 their agreement in the stipulated protective order submitted to the court.  
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1 **12. MISCELLANEOUS**

2 **12.1 Right to Further Relief.** Nothing in this Stipulated Protective Order  
3 abridges the right of any person to seek its modification by the court in the future.

4 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this  
5 Stipulated Protective Order no Party waives any right it otherwise would have to  
6 object to disclosing or producing any information or item on any ground not  
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
8 to object on any ground to use in evidence of any of the material covered by this  
9 Stipulated Protective Order.

10 **12.3 Filing Protected Material.** A Party that seeks to file under seal any  
11 Protected Material must comply with Local Rule 79-5. Protected Material may  
12 only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. If a Party's request to file Protected Material  
14 under seal is denied by the court, then the Receiving Party may file the information  
15 in the public record unless otherwise instructed by the court.

16 **13. FINAL DISPOSITION**

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18 After the Final Disposition of this Action, as defined in paragraph 4, within  
19 60 days of a written request by the Designating Party, each Receiving Party must  
20 return all Protected Material to the Producing Party or destroy such material. As  
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
22 compilations, summaries, and any other format reproducing or capturing any of the  
23 Protected Material. Whether the Protected Material is returned or destroyed, the  
24 Receiving Party must submit a written certification to the Producing Party (and, if  
25 not the same person or entity, to the Designating Party) by the 60 day deadline that  
26 (1) identifies (by category, where appropriate) all the Protected Material that was  
27 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
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1 copies, abstracts, compilations, summaries or any other format reproducing or  
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
3 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
4 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
5 exhibits, expert reports, attorney work product, and consultant and expert work  
6 product, even if such materials contain Protected Material. Any such archival  
7 copies that contain or constitute Protected Material remain subject to this  
8 Protective Order as set forth in Section 4.

9 **14. VIOLATION**

10 Any violation of this Stipulated Protective Order may be punished by any  
11 and all appropriate measures including, without limitation, contempt proceedings  
12 and/or monetary sanctions.  
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14 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
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17 DATED: May 16, 2025

18 /s/ Dana Oliver  
19 Attorney(s) for Plaintiff

/s/ Anthony I Paronich  
Attorney(s) for Plaintiff

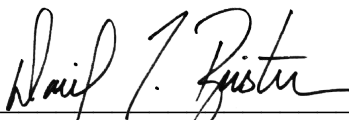
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21 DATED: May 16, 2025

22 /s/ Barry Goheen  
23 Attorney(s) for Defendant

/s/ Brandon T. Willenberg  
Attorney(s) for Defendant

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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26 DATED: May 20, 2025

  
\_\_\_\_\_

27 David T. Bristow  
28 United States Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

The undersigned acknowledges that he/she has read the Protective Order attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned understands that the terms of the Protective Order obligate him/her to use documents designated CONFIDENTIAL in accordance with the Order, and not to disclose any such documents or information derived directly therefrom to any other person, firm or concern. The undersigned acknowledges that violation of the Protective Order may result in penalties for contempt of court.

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

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STIPULATED PROTECTIVE ORDER

*Clark v. Freedom Forever LLC (Case No. 5:24-cv-01903-SSS-DTB)*

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